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7 Legal Representatives for Complainant

8 **BEFORE THE**
9 **PHYSICAL THERAPY BOARD OF CALIFORNIA**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

11 In the Matter of the Accusation Against:

12 JOHN GILBERT SORIANO
13 4200 Queensboro Way
Union City, CA 94587

14 Physical Therapist License No. PT 26708

15 Respondent.
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Case No. 1D 2003 63447

OAH No. N2004090165

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

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18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
19 above-entitled proceedings that the following matters are true:

20 PARTIES

21 1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical
22 Therapy Board of California. He brought this action solely in his official capacity and is
23 represented in this matter by Bill Lockyer, Attorney General of the State of California, by
24 Catherine E. Santillan, Senior Legal Analyst.

25 2. Respondent John Gilbert Soriano (Respondent) is representing himself in
26 this proceeding and has chosen not to exercise his right to be represented by counsel.
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1 3. On or about December 3, 2001, the Physical Therapy Board of California issued Physical
2 Therapist License No. PT 26708 to Respondent. The License was in full force and effect at all
3 times relevant to the charges brought in Accusation No. 1D 2003 63447 and will expire on June
4 30, 2005, unless renewed.

5 JURISDICTION

6 4. Accusation No. 1D 2003 63447 was filed before the Physical Therapy
7 Board of California (Board), Department of Consumer Affairs, and is currently pending against
8 Respondent. The Accusation and all other statutorily required documents were properly served
9 on Respondent on August 10, 2004. Respondent timely filed his Notice of Defense contesting
10 the Accusation. A copy of Accusation No. 1D 2003 63447 is attached as exhibit A and
11 incorporated herein by reference.

12 ADVISEMENT AND WAIVERS

13 5. Respondent has carefully read, and understands the charges and allegations
14 in Accusation No. 1D 2003 63447. Respondent has also carefully read, and understands the
15 effects of this Stipulated Settlement and Disciplinary Order.

16 6. Respondent is fully aware of his legal rights in this matter, including the
17 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
18 counsel at his own expense; the right to confront and cross-examine the witnesses against him;
19 the right to present evidence and to testify on his own behalf; the right to the issuance of
20 subpoenas to compel the attendance of witnesses and the production of documents; the right to
21 reconsideration and court review of an adverse decision; and all other rights accorded by the
22 California Administrative Procedure Act and other applicable laws.

23 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
24 each and every right set forth above.

25 CULPABILITY

26 8. Respondent admits the truth of each and every charge and allegation in
27 Accusation No. 1D 2003 63447.

9. Respondent agrees that his Physical Therapist License is subject to discipline and he agrees to be bound by the Physical Therapy Board of California (Board) 's imposition of discipline as set forth in the Disciplinary Order below.

CONTINGENCY

10. This stipulation shall be subject to approval by the Physical Therapy Board of California. Respondent understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board of California may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Physical Therapist License No. PT 26708 issued to Respondent John Gilbert Soriano (Respondent) is revoked. However, the revocation is stayed and Respondent is placed on probation for two (2) years on the following terms and conditions.

1. RESTRICTION OF PRACTICE - HOME CARE The respondent shall not provide physical therapy services in a patient's home.

2. RESTRICTION OF PRACTICE - TEMPORARY SERVICES

AGENCIES The respondent shall not work for a temporary services agency or registry.

1 3. RESTRICTION OF PRACTICE - SOLO PRACTICE The respondent
2 shall be prohibited from engaging in the solo practice of physical therapy during the first year of
3 probation.

4 4. RESTRICTION OF PRACTICE - GRAVEYARD SHIFT The
5 respondent shall be prohibited from working a graveyard shift or any shift in which there is no
6 other physical therapist practicing.

7 5. RESTRICTION OF PRACTICE - PROHIBITION OF SELF
8 EMPLOYMENT OR OWNERSHIP Respondent shall not be the sole proprietor or partner in
9 the ownership of any business that offers physical therapy services during the first year of
10 probation. Respondent shall not be an officer of any corporation that offers or provides physical
11 therapy services during the first year of probation. Respondent shall not employ physical
12 therapists, physical therapist assistants or physical therapy aides during the first year of
13 probation.

14 6. RESTRICTION OF PRACTICE - PROHIBITION OF DIRECT
15 INSURANCE BILLING Respondent shall not have final approval over any billings submitted
16 to any third-party payors in any employment as a physical therapist.

17 7. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR
18 SUPERVISION OF PHYSICAL THERAPY STUDENT INTERNS Respondent shall not
19 supervise any physical therapy student interns during the entire period of probation. Respondent
20 shall terminate any such supervisory relationship in existence on the effective date of this
21 probation.

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23 8. RESTRICTION OF PRACTICE - NO EMPLOYMENT OR
24 SUPERVISION OF PHYSICAL THERAPIST LICENSE APPLICANTS, PHYSICAL
25 THERAPIST ASSISTANT APPLICANTS, PHYSICAL THERAPIST ASSISTANTS, OR
26 PHYSICAL THERAPY AIDES Respondent shall not supervise any physical therapist license
27 applicants, physical therapist assistant applicants, physical therapist assistants, or physical
28 therapy aides during the entire period of probation. Respondent shall terminate any such

supervisory relationship in existence on the effective date of this probation.

9. PROBATION MONITORING COSTS All costs incurred by the Board for probation monitoring during the entire period of probation shall be reimbursed by respondent. Respondent will be billed at least quarterly. Failure to make the ordered reimbursement within 60 days of the billing shall constitute a violation of the probation order. In addition to the filing of an Accusation or the issuance of an administrative citation, the filing of criminal charges shall be sought when appropriate.

10. COST RECOVERY The respondent is ordered to reimburse the Board the actual and reasonable prosecutorial costs incurred by the Board in the amount of \$1,400. Said costs shall be reduced, however, and the remainder forgiven, if Respondent pays \$700 of said costs within sixty (60) days of the effective date of this Decision. In the event Respondent fails to pay within sixty (60) days of the Decision, the full amount of costs shall be immediately due and payable. Failure to pay the ordered reimbursement, or any agreed upon payment, may constitute a violation of the probation order. The filing of bankruptcy by Respondent shall not relieve Respondent of his responsibility to reimburse the Board. If Respondent is in default of his responsibility to reimburse the Board, the Board will collect cost recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of attachment of earned wages legally available to the Board. Failure to fulfill the obligation could also result in attachment to Department of Motor Vehicle registrations and or license renewals.

11. OBEY ALL LAWS Respondent shall obey all federal, state and local laws, and statutes and regulations governing the practice of physical therapy in California.

12. COMPLIANCE WITH ORDERS OF A COURT The respondent shall be in compliance with any valid order of a court. Being found in contempt of any court may constitute a violation of probation.

13. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF RESTITUTION Respondent must not violate any terms and conditions of criminal probation and must be in compliance with any restitution ordered.

1 14. QUARTERLY REPORTS Respondent shall submit quarterly
2 declarations under penalty of perjury on forms provided by the Board, stating whether there has
3 been compliance with all the conditions of probation.

4 15. PROBATION MONITORING PROGRAM COMPLIANCE Respondent
5 shall comply with the Board's probation monitoring program.

6 16. WRITTEN EXAM Within 90 days of the effective date of this decision,
7 Respondent shall take and pass the Board's written examination on the laws and regulations
8 governing the practice of physical therapy in California. If respondent fails to pass the
9 examination, he shall be suspended from practice until a repeat examination has been
10 successfully passed.

11 17. EDUCATION COURSE Within 60 days of the effective date of this
12 Decision, respondent shall submit to the Board, or its designee, for prior approval, an educational
13 program in anger management which shall not be less than 20 hours. Respondent shall supply
14 documentation verifying satisfactory completion of coursework. This will be signed by the
15 instructor(s) of the courses and evidence, if applicable, of passing grades on exams/tests given by
16 the instructor. Failure to comply with any component of this condition as specified above is a
17 violation of probation.

18 18. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent
19 shall appear in person for interviews with the Board, or its designee, upon request at various
20 intervals and with reasonable notice.

21 19. NOTIFICATION OF PROBATIONAL STATUS TO EMPLOYERS The
22 respondent shall notify all present or future employers of the reason for and the terms and
23 conditions of the probation by providing a copy of the Accusation and the decision and order
24 (stipulated settlement) to the employer. The respondent shall obtain written confirmation from
25 the employer that the documents were received. If the respondent changes employment or
26 obtains additional employment, the respondent shall provide the above notification to the
27 employer and submit written employer confirmation to the Board within 10 days. The
28 notification(s) shall include the name, address and phone number of the employer, and, if

different, the name, address and phone number of the work location.

20. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The respondent shall notify the Board, in writing, of any and all changes of name or address within ten (10) days.

21. PROHIBITED USE OF ALIASES Respondent may not use aliases and shall be prohibited from using any name which is not his legally-recognized name or based upon a legal change of name.

22. WORK OF LESS THAN 20 HOURS PER WEEK If the respondent works less than 192 hours in a period of three months, those months shall not be counted toward satisfaction of the probationary period. The respondent shall notify the Board if him works less than 192 hours in a three month period.

23. TOLLING OF PROBATION The period of probation shall run only during the time respondent is practicing within the jurisdiction of California. If, during probation, respondent does not practice within the jurisdiction of California, respondent is required to immediately notify the probation monitor in writing of the date that respondent's practice is out of state, and the date of return, if any. Practice by the respondent in California prior to notification to the Board of the respondent's return will not be credited toward completion of probation. Any order for payment of cost recovery shall remain in effect whether or not probation is tolled.

24. VIOLATION OF PROBATION If respondent violates probation in any respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke probation and carry out the disciplinary order that was stayed. If an accusation or petition to revoke probation is filed against respondent during probation, the Board shall have continuing jurisdiction until the matter is final, and the period of probation shall be extended until the matter is final.

25. CESSATION OF PRACTICE DUE TO RETIREMENT, HEALTH OR OTHER REASONS Following the effective date of this probation, if respondent ceases practicing physical therapy due to retirement, health or other reasons, respondent may request to

1 surrender his license to the Board. The Board reserves the right to evaluate the respondent's
2 request and to exercise its discretion whether to grant the request or to take any other action
3 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
4 tendered license, the terms and conditions of probation shall be tolled until such time as the
5 license is no longer renewable, the respondent makes application for the renewal of the tendered
6 license or makes application for a new license.

7 26. COMPLETION OF PROBATION Upon successful completion of
8 probation, respondent's license or approval shall be fully restored.

9 27. PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY WHILE
10 ON PROBATION It is not contrary to the public interest for the respondent to practice/perform
11 physical therapy under the probationary conditions specified in the disciplinary order.

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ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Physical Therapist License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Physical Therapy Board of California.

DATED: October 1, 2004 .

Original Signed By:
JOHN GILBERT SORIANO
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board of California of the Department of Consumer Affairs.

DATED: October 1, 2004

BILL LOCKYER, Attorney General
of the State of California

Original Signed By:
CATHERINE E. SANTILLAN
Senior Legal Analyst

Legal Representative for Complainant

Exhibit A

Accusation No. **1D 2003 63447**

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PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

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JOHN GILBERT SORIANO
4200 Queensboro Way
Union City, CA 94587

Physical Therapist License No. PT 26708

Respondent.

Case No. 1D 2003 63447

OAH No.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on November 22, 2004.

It is so ORDERED October 22, 2004.

Original Signed By: Donald A. Chu, PhD, PT, President
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS